

Kinze Manufacturing's Oldest Grain Cart Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.**

ELIGIBILITY: OPEN ONLY TO VERIFIED KINZE GRAIN CART OWNERS WHO ARE LEGAL U.S. RESIDENTS OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA AND ARE 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY.

Employees, officers and directors of Kinze Manufacturing, Inc. ("Sponsor"), any parent, subsidiaries, and affiliated companies, advertising, promotion, or production agencies, web masters/suppliers and their IRS dependents and immediate family members (spouse, parents, children, siblings) and individuals residing in their same household, (whether or not related) are not eligible to participate. By participating, entrants agree to these Official Rules. Void outside the 50 United States and the District of Columbia and where prohibited, taxed or restricted by law.

PROMOTIONAL PERIOD

The Contest begins at 8:00 a.m. Central Time (CT) on November 15, 2021, and ends at 5:00 p.m. CT on December 31, 2021 (the "Promotional Period").

HOW TO ENTER

Submissions must be made through Kinze's official contest web page:

<https://www.kinze.com/cart-contest>

As part of the Contest entry process, entrants will be required to indicate that they have read, accept, and agree to be bound by these Official Rules. If any individual, in the sole discretion of Sponsor, is suspected of violating the rules, s/he will be disqualified from participation in this Contest. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address during the Contest. Proof of submission of entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to entrant. Each entry must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or Contest service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. No other forms of participation are valid. Sponsor's (or Sponsor's designee's) computer is the official timekeeping device for this Contest.

RANDOM DRAWING:

On or about January 14, 2022, ten winners will be selected via a random draw from among all eligible entries received. The random drawing will be conducted by Sponsor, or Sponsor's designee, whose decisions are final and binding in all matters relating to this Contest. Potential winners will be notified by email at Sponsor's sole discretion. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. Sponsor, in its sole discretion, will contact additional potential winners for each prize in accordance with the above procedure until a prize winner is confirmed. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor.

PRIZES/ODDS OF WINNING:

GENERAL ENTRY WINNERS

Ten randomly drawn entries will receive a 1:32 scale grain cart signed by Jon Kinzenbaw, founder of Kinze Manufacturing, Inc., and a \$25 Kinze Store gift card.

GRAND PRIZE WINNER

The owner that submits the oldest operating Kinze grain cart will win the Grand Prize! This includes a private meet-and-greet with Jon Kinzenbaw, a signed copy of his book, 50 Years of Disruptive Innovation, and a \$250 Kinze Store gift card. In addition, they along with 3 guests will tour the Kinze Innovation Center, Kinze factory, and Jon's private tractor collection.

No substitution, cash redemption or transfer of prize, but Sponsor reserves right to substitute any element of a prize with prize of equal or greater value if advertised prize becomes unavailable for any reason. All federal, state and local taxes are the sole responsibility of the winner. Odds of winning will depend on the total number of eligible entries received. Limit (1) prize per person.

GENERAL CONDITIONS: Entrants agree (a) that Sponsor, its parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, agents, successors and assigns, are released, will have no liability whatsoever for, and shall be held harmless by entrants (and an entrant's parent/legal guardian, if entrant is a minor) against any liability for any injuries, losses, damages, costs or expenses of any kind to person(s), including without limitation, personal injury and/or death, or property

damage resulting in whole or in part, directly or indirectly, from entrant's preparation for or participation in Contest, or acceptance, possession, misuse or use of the prize and for claims based on publicity rights, defamation or invasion of privacy and merchandise delivery and (b) except where legally prohibited, winner (and winner's parent/legal guardian, if winner is a minor in his/her jurisdiction of residence) grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, address (city and state), picture, portrait, likeness, voice, biographical information and/or statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in any and all media now known or hereafter developed, worldwide, without notice, review or approval. Winners of prizes (and winner's parent or legal guardian if winner is a minor in his/her jurisdiction of residence) may be required to complete, within seven (7) days of receipt of notification. If documents are not returned timely, or if any prize notification or prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize may be forfeited and an alternate winner may be selected.

PRIVACY: The entry information will be used to administer the Contest and as provided is subject to the Sponsor's Privacy Policy. To read the Privacy Policy, click on the privacy link at <https://www.kinze.com/privacy-policy-2/>.

LIABILITY LIMITATIONS: Neither Sponsor nor its affiliates or agencies are responsible for lost, late, misdirected, incomplete, or non-delivered entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Contest or otherwise attempt to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Neither Sponsor nor its affiliates or agencies are responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the kinze.com website. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest, and select the winners from entries received prior to action taken or as otherwise deemed fair

and appropriate by Sponsor. Neither Sponsor nor its affiliates or agencies are responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of the kinze.com website.

In no event will Sponsor, its parent, affiliates, subsidiaries and related companies, their advertising or promotion agencies or their respective officers, directors, employees, representative and agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the kinze.com webpage, or downloading from and/or printing material downloaded from the same. Without limiting the foregoing, everything on the kinze.com webpage and alternate entry page is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between participant and Sponsor in connection with the Contest shall be governed by and construed in accordance with the internal laws of the State of Iowa including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws.

DISQUALIFICATION: It is the participant's responsibility to ensure that the participant has complied in full with all of the conditions and requirements contained in the Official Rules and Contest requirements. If any potential winner is found to be ineligible, or if he or she has not complied with the Official Rules or requirements or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. No mechanically reproduced, illegible, incomplete, forged, software generated, third party or other automated multiple entries will be accepted. Entries made by any other individual or any entity, and/or originating by any other mechanism, including but not limited to commercial Contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Sponsors reserve the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Official Rules or requirements; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

FORCE MAJEURE: Subject to any governmental approval which may be required, Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify or suspend the Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or that fraud has destroyed or severely undermined the proper entry, integrity, and/or feasibility of the Contest. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic or health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated, in whole or in part, before the designated end date, Sponsor will select winners (or the remaining winners, as the case may be) from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Except as otherwise set forth herein, only the type and quantity of prizes described in these Official Rules will be awarded.

INVALIDITY: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsors.

OFFICIAL RULES: To receive a copy of the Official Rules, mail a self-addressed stamped envelope to Kinze Oldest Grain Cart Contest Rules, P.O. Box 806, Williamsburg, IA 52361. All requests must be received by the end of the Promotional Period. VT residents may omit return postage.

WINNERS LIST: For the names of the winners, write your name and complete address on a 3"x5" card and mail in a first-class stamped envelope to: Kinze Oldest Grain Cart Contest Winners List, P.O. Box 806, Williamsburg, IA 52361. Winners lists will be sent once the final determination has been made with respect to verification of all winners.

SPONSOR: Kinze Manufacturing, Inc., 2172 M Avenue, Williamsburg, IA 52361.